the highway, drove away at a high rate of speed without returning to the scene of the accident or bringing his machine to a full stop. He was convicted under a statute (R. I. Public Laws 1908, c. 1592) which provides in part that "every driver of a motor vehicle, after knowingly causing an accident by collision or otherwise, or knowingly injuring any person, horse or vehicle, shall forthwith bring his motor-vehicle to a full stop, return to the scene of the accident, and give to any proper person demanding the same, the number of his driver's license, the regulation number of the vehicle and the names and residences of each and every male occupant of the said motor vehicle." Disobedience of any of these requirements is punishable as a misdemeanor by a fine of not more than one hundred dollars, or imprisonment not more than thirty days or both and the license of the offender may be revoked. *Held,* by the Supreme Court, that defendant's exceptions must be overruled and the case be remitted for sentence. *State* v. *Smith* (1909), — R. I. —, 72 Atl. 710.

This statute appears to be a very efficient and proper form of legislation for the protection of the traveler on the highway in view of the steadily increasing dangers which necessarily follow as a result of the phenomenal increase in the number of motor driven vehicles during the last decade. Legislation of this nature is fast becoming a necessity in all the states in order to discourage reckless driving of motor vehicles on account of their power and speed, which is so much greater than that of other vehicles on the highway. A provision along the same line is made by federal statute applying to officers of vessels in case of accident. Act of Sept. 4, 1890, c. 875, 26 Stat. L. 425, 2 Fed. St. Ann. 202.

DAMAGES—EXTENT OF LIABILITY ON REPLEVIN BOND.—This was a suit on a replevin bond conditioned that the plaintiff in the replevin suit should pay whatever damages and costs this plaintiff should recover against it and to return the property if such should be the final judgment. As items of damage the plaintiff here claims that he is entitled to be reimbursed for counsel's fees expended in defense of the replevin suit and also to interest on the value of the property taken from the date of the execution of the writ. *Held,* that in a suit on a replevin bond attorney's fees cannot be assessed nor can interest prior to the judgment of return be allowed as items of damage. *Maguire* v. *Pan American Amusement Co. et al.* (1910), — Mass. —, 91 N. E. 135.

In an action such as this the plaintiff cannot recover the fees paid for counsel's services in successfully defending the original suit nor for fees paid for such services in the suit on the bond. *Davis* v. *Crow,* 7 Blackf. (Ind.) 129; *Tank Line Co.* v. *Bronson,* 2 Ind. App. 1; *Kenley* v. *Commonwealth,* 45 Ky. (6 B. Mon.) 583. The taxable costs which the plaintiff recovers in such cases are, in contemplation of law, a full indemnity for all expenses incurred. *Henry* v. *Davis,* 123 Mass. 345. But in Illinois reasonable attorney's fees expended by a successful defendant may subsequently be collected in an action of debt on the bond. *Scott* v. *Rogers,* 56 Ill. App. 571; *Gilbert* v. *Sprague,* 196 Ill. 444, 453. Interest on the value of the prop-

erty taken may, in the absence of any evidence of damage by usage or deterioration, be assessed as damages and collected by the successful party in the original suit. *Nitz* v. *Bolton,* 71 Mich. 388; *Cox* v. *Burdett,* 23 Pa. Super. Ct. 346. But in so far as such damages are assessable they must be claimed on the original suit. The successful defendant cannot be permitted to elect as to when he will have them assessed. *Stevens* v. *Tuite,* 104 Mass. 329, 336; *Washington Ice Co.* v. *Webster,* 62 Me. 341, 16 Am. Rep. 462. Where the property, if it could have been returned, was converted, then interest on its value from the rendition of the judgment of return is assessable. *Walls* v. *Johnson,* 16 Ind. 374.

DAMAGES—WHAT MAY BE CONSIDERED IN MITIGATION IN ACTION FOR LIBEL.—The defendant printed in its newspaper a rather comprehensive account of an unfortunate love affair between the plaintiff's intestate, a young hospital nurse, and a married man whom she had as a patient. The assertions set forth in the account were partly true and partly false, but the conduct of the intestate had been such as to lead one to suspect the truth of the whole of the alleged libelous charge. *Held,* that the jury had a right to take into account the truth of the various portions of the alleged libel and also the provocating conduct of the plaintiff's intestate in mitigation of damages. *Gressman* v. *Morning Journal Ass'n* (1910), — N. Y. —, 90 N. E. 1131.

"In an action for defamation two classes of facts are pleadable and provable in mitigation of damages: (1) Such as impeach the character of the plaintiff; (2) such as tend to negative the malicious motive of the defendant." 25 CYC. 417. Evidence offered in support of a plea of justification may be considered in mitigation of damages even though insufficient to sustain the plea. *Thomas* v. *Dunaway,* 30 Ill. 373; *Sibley* v. *Marsh,* 7 Pick. 38; *Bisbey* v. *Shaw,* 12 N. Y. 67; *Wilson* v. *Apple,* 3 Ohio 270. Otherwise the cardinal rule of damages, that the compensation should be exactly commensurate with the injury, would be abrogated. *Allison* v. *Chandler,* 11 Mich. 542. And where there is a reasonable excuse for the defendant, arising out of provocation or conduct of the plaintiff, although not sufficient to amount to a justification, not only can there be no exemplary damages, but the circumstances must be considered by way of mitigation. *Robison* v. *Rupert,* 23 Pa. 523; *Kiff* v. *Youmans,* 86 N. Y. 324, 330, 40 Am. Rep. 543.

DEEDS—DELIVERY—GRANTEE'S NAME BLANK.—Plaintiff, being the owner of the lot in question, exchanged it with one Pope, and delivered to him a deed, in blank as to the name of the grantee. Pope traded the lot to Odett, delivering to him the same deed, with the grantee's name still in blank. Odett subsequently traded the lot to the defendant, and delivered to him the same deed, inserting the defendant's name as grantee in the blank space. In an action by plaintiff to quiet title, *held,* that the deed was effectual to vest title in any person, whose name should thereafter be inserted in the blank by the person receiving it, or by any subsequent holder. *Augustine* v. *Schmitz* (1910), —— Ia. —, 124 N. W. 607.

A deed with the name of the grantee left blank, although complete in